

Sales and delivery terms and conditions

General

These sales and delivery terms and conditions apply to all offers, order confirmations and deliveries from Scanvogn A/S, hereinafter called Scanvogn, unless other written agreement regarding this exists between the parties.

Offer and order confirmation

Scanvogn's offer is valid for 30 days. Any offer is given with reservation for intermediate sale.

For reserved production capacity it applies for standard products, that the buyer must submit a final order at the latest 6 weeks before the production commences unless another explicit agreement is made.

Prices

All prices exclude freight, packaging, VAT and taxes, unless otherwise has been agreed. The price is set according to the prices applicable on the day of delivery in Danish kroner or EUR. Therefore, changes to the price may occur until the moment when delivery takes place - even after an order confirmation has been created.

Scanvogn reserves the right at any time and without notice to adjust prices as a result of price increases on raw materials, logistical costs or other factors of importance to the production at Scanvogn. Scanvogn will inform the customer about such price increases and price increases will apply from that time.

For net invoice amounts excluding VAT and freight below 500 Danish kroner or 75 EUR, a handling fee of 100 Danish kroner or 15 EUR will be added.

Deliverables

If an agreement is made regarding the delivery of components and/or materials from the buyer, the buyer must ensure that these deliverables are at Scanvogn's address at the latest 14 days before the confirmed delivery of Scanvogn's deliverable. The buyer bears the responsibility for the actual customer deliverable until the goods reception has signed for receipt.

If such customer deliverables are used in the construction of or in correlation with the Scanvogn product, Scanvogn cannot be held liable for damage to goods, repairs and other induced costs including all damages or repairs and other induced costs to other components or materials, that can be traced to such deliverables.

With subsequent costs in connection with delayed customer deliverables, Scanvogn reserves the right to invoice the buyer for the added costs.

Change of order

Unless otherwise agreed, all changes to an order or deliverable after order confirmation, requires an approval from Scanvogn.

Scanvogn kindly reminds that no orders under normal conditions can be amended less than 3 weeks prior confirmed time of delivery.

The agreed changes are confirmed in writing in the form of a revised order confirmation or additional order confirmation.

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Construction and design changes

Scanvogn reserves the right to carry out such minor changes before delivery to the construction, components, design, etc. which Scanvogn might find necessary without prior notification to the buyer. Such changes do not give the buyer the right to cancel the purchase unless the buyer can document that a specific construction or design was a precondition for the purchase.

Delivery

Delivery occurs, unless otherwise agreed, from Scanvogn's address – ex works, Tornby Incoterms 2010. The specified period of delivery from the order confirmation are according to best estimate and with reservation for reasonable time overruns. Thus Scanvogn is entitled to postpone the delivery if deemed necessary unless the parties has an explicit agreement on a specific time of delivery.

The buyer will receive written notification about the delay and if possible information about the time when the delivery can be expected to occur.

After the specified period of delivery or specifically agreed time of delivery, the buyer is entitled to cancel the order if delivery has not taken place within 3 weeks after such cancellation has been issued in writing to Scanvogn.

The buyer is only entitled to the by NL 92 pkt.13 and NLM 94 pkt. 47 specified compensation, in cases where this has been explicitly agreed prior to order confirmation and this agreement has been included in the order confirmation. In cases where such agreement does not exist, the buyer is only entitled to compensation where it can be clearly documented that a delay is caused by serious negligence by Scanvogn. Scanvogn cannot under any circumstances be held liable for operation loss, profit loss and other indirect loss caused by delays.

Transfer of risk

The responsibility for the deliverable is transferred to the buyer when the deliverable is made available to the buyer at Scanvogn's address – ex works, Tornby, Incoterms 2010. Scanvogn must give the buyer sufficient notice to take command of the deliverable when it is ready for collection. For agreement regarding other risk transfer, the Incoterm 2010 clauses are used.

Payment

Unless otherwise agreed, Scanvogn's payment terms are 8 calendar days from invoice date.

If the buyer's payment does not occur punctually – or the conditions for the agreed credit significantly changes, Scanvogn is entitled to claim the deliverable without further notice. Thus Scanvogn retains full ownership of the product until full payment has occurred.

With payment after the last due payment date, interest on overdue payments is added to the amount owing pursuant to the Interest Act. The added interest falls due for payment immediately and is paid in advance of all other debt. Following the commencement of the agreement, Scanvogn is at any time entitled to demand adequate security for the punctual payment of the purchase sum, freight costs and other costs.

With non-punctual payment Scanvogn is entitled to, after issuing of required 3 notices with individual fees, to hand over the matter to solicitors for recovery/debt collection without further notice. The buyer is obligated to pay the specified recovery costs of the solicitor.

Remedying of deficiencies

Scanvogn offers 12 months' guarantee from the date of delivery. However, Scanvogn cannot be held liable for damage to goods due to weather conditions, not intended use or handling of the product by customer or other cause of damage that can be traced back to buyers responsibility. Upon receipt/collection and before the products are utilized, the buyer/recipient must inspect the delivered products in order to ensure that these are as specified in the order confirmation.

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Claims and deficiencies that are or should have been ascertained by such inspection must be submitted immediately and in writing at the latest 8 days after delivery of the product. Scanvogn is no longer liable for claims and deficiencies that are or should have been ascertained by such inspection if the claim is submitted after the above mentioned deadline.

With punctual and entitled claim regarding deficiencies, Scanvogn must carry out the remedying or re-delivery according to Scanvogn's choice within reasonable time. Remedying takes place at Scanvogn's factory unless otherwise agreed. All costs associated with transportation to and from the factory is covered by the buyer/recipient. For remedying of deficiencies in the guarantee period for parts of the deliverable, which are replaced or repaired under the same terms and under the same conditions as for the original deliverable, there is maximum 18 months' guarantee from the original deliverable's delivery date.

Technical information, drawings, etc.

All information on websites, brochures, catalogues, price lists, etc. regarding for example weight, dimensions, capacity, performance and other technical data is purely for guidance and is only binding to the extent that an agreement between Scanvogn and the buyer explicitly refers to this.

Technical information, drawings, etc. that are prepared by Scanvogn may not be used by a third party without written consent from Scanvogn. Scanvogn does not take on any liability for the content of catalogues, brochures as well as other information of any kind from Scanvogn's suppliers. All intellectual property rights and all goodwill associated with the products being sold and designed, including but not limited to, technical drawings/blueprints, engineering solutions and architectural drawings and sketches.

Force majeure

Neither Party shall be held liable in any way nor pay any kind of compensation if the delivery or fulfilment of an obligation is prevented by overwhelming and abnormal impediment or occurrence which neither Party had reason to take into account when at first quotation and which is independent of any action by either Party and could not be averted or prevented without unreasonable expense or loss of time. Such force majeure cases may result from, but is not limited to, delayed or faulty deliverables from suppliers, significant price increase of such deliverables, war, mutiny, internal unrest, expropriation or confiscation for public needs, embargo, acts of God, acts of government authorities, discontinuation of public transportation or supply of energy, embargo, faults in commodities, lockouts, labor conflict, injunctions or prohibitions, epidemics, earthquake or fire or some other unusual event with equally drastic effects beyond both Parties' control.

If either Party considers any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party giving details of nature, the probable duration and the likely effect of the circumstances.

In cases with only temporary obstacles caused by force majeure, the obligations to deliver is temporarily suspended for the period affected by force majeure and the buyer cannot terminate the agreement. However, both parties are entitled to terminate the agreement if the obligations has not been fulfilled after 120 consecutive days from planned delivery.

Product liability

Scanvogn can only be held liable to any damage or loss caused by a Scanvogn delivered product in accordance with normal liability rules of Danish law. Scanvogn is never liable for operation loss, profit loss and other indirect loss.

Scanvogn's liability for damages to property can never exceed DKK 1,000,000.00.

If Scanvogn has liability imposed in connection with the buyer's use of the delivered products – including onward sale – the buyer is obligated to indemnify Scanvogn to the extent such liability exceeds the specified limits for Scanvogn's liability. The buyer is obligated to submit to court

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proceedings by the same court that processes the compensation claim against Scanvogn on account of delivered products.

Disputes

Disagreements must be decided according to Danish law. District court cases are brought before Hjørring District Court; High Court cases are brought before Vestre High Court as the agreed venue. With sale to foreign customers, any dispute is decided according to national Danish rules of law notwithstanding the applicable rules of law of The Maritime and Commercial Court in Copenhagen.

Indistinct rules of law

Unless otherwise agreed between the parties pursuant to the above, NL 92, NLM 94 and the Danish Sale of Goods Act apply in the stated order.

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